

Fill in this information to identify the case:

Debtor 1 _____

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: _____ District of _____

Case number _____

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Ricardo F. Levy Echeandia and Lourdes Arce Rivera

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Ricardo Levy and Lourdes

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Ricardo Levy & Lourdes Arce

Name

Calle Palos Grandes S-3

Number Street

Guaynabo

PR

00966

City

State

ZIP Code

Contact phone 787-466-3624

Contact email rle466b@gmail.com

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State

ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 4 6 4 3

7. How much is the claim? \$ 937,692 Does this amount include interest or other charges?
☐ No
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Amount not paid of Bond principal and Interest

9. Is all or part of the claim secured? ☐ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment (Official Form 410-A)* with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☐ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ No
☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:


- ☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/14/2017
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Ricardo Francisco Levy-Echeandia
First name Middle name Last name

Title n/a

Company n/a
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Calle Palos Grandes S-3
Number Street

Guaynabo PR 00966
City State ZIP Code

Contact phone 787-466-3624 Email rle466@gmail.com

P.O. Box 2044
Lakewood, NJ 08701



Merrill Lynch
Office Serving Your Account
2#15 SECOND STREET, SUITE 210
GUAYNABO PR 00968
(787) 294-3400

RICARDO F LEVY ECHEANDIA
LOURDES ARCE RIVERA
PO BOX 16820
SAN JUAN PR 00908-6820

RICARDO LEVY ECHEANDIA AND
LOURDES ARCE RIVERA TIC
PO BOX 16820
SAN JUAN PR 00908

Account Number: 5PR-14654

TRADE CONFIRMATION

Date: June 04, 2012

We confirm the following transaction(s) subject to the agreement below.

BOUGHT PUERTO RICO COMWLTH & PUB IMPT RF SER C LT ISSUED 5/07/2008 5.7 PCT
7/01/2023

Quantity	120000	Price	105.250000	Amount	126300.00	Trade Date	06/04/12
Processing Fee					5.35	Settle Date	06/07/12
Transaction Fee						ML Symbol	
Accrued Interest/Dividends					114.00	Security #	TF029
NET AMOUNT					126419.35	Cusip #	74514LST5
						FA #	2761

YIELD 4.70% @\$100.00 7/01/18 PRICED TO CALL. CALLABLE-MAY AFFECT YIELD.
DETAILS UPON REQUEST. NEXT CALL 07/01/18 @ 100.00. TAXABLE, EXCEPT FOR
PUERTO RICO RESIDENTS. OTHER CALL YIELDS POSSIBLE. 6 DAYS INTR-PAYS.MONTHLY
BOOK ENTRY ONLY. FOR MORE INFORMATION ABOUT THIS BOND GO TO WWW.EMMA.MSRB.ORG.

ML ACTED AS PRINCIPAL

Payment for securities or other investment instruments purchased, and delivery of securities or other investment instruments sold, are due not later than SETTLEMENT DATE unless otherwise indicated by a DATE DUE. Please preserve this confirmation for income tax purposes. If submitting a check, money order or correspondence, please write your account number and forward to "Merrill Lynch Office Serving Your Account", shown at the top of the page above your account number. If you have moved or plan to move, notify your Financial Advisor of your new address.

Merrill Lynch Wealth Management makes available products and services offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and other subsidiaries of Bank of America Corporation. MLPF&S is a registered broker-dealer, member Securities Investor Protection Corporation (SIPC) and a wholly owned subsidiary of Bank of America Corporation. Investment products:

Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value

IT IS AGREED BETWEEN MERRILL LYNCH (ML) (24) AND YOU THAT:

- (1) All transactions are subject to the constitution, rules, customs, usages and rulings of the exchange or market and its clearing house, if any, where executed, as well as applicable federal and state laws and regulations, FINRA rules and the provisions of any other written agreement and shall be governed by the laws of the State of New York, excluding choice of law principles.
- (2) This confirmation shall be deemed conclusive if not objected to in writing within ten (10) business days after delivery or communication to you. We reserve the right to correct any errors.
- (3) Time of execution will be provided upon written request.
- (4) All purchase transactions for your account require by settlement date: (a) with respect to a cash account, full payment and (b) with respect to a margin or good faith account, any required margin. All purchase transactions in a cash account are based on your agreement that you will promptly make full cash payment for the security or asset before selling it and that you do not contemplate selling it prior to making such payment, with the understanding that net settlement of transactions done on a DVP/RVP basis may be permitted at our discretion. All sale transactions in a cash account are based on your representation that you own the security and that you will deposit it promptly in your account (if not already held therein). Late delivery may result in additional charges for premium payment on securities borrowed. ML reserves the right to close transactions through buy ins or sell outs without further notice when ML deems such action appropriate.
- (5) ML will hold for your account all securities bought and proceeds of securities sold unless you instruct us otherwise.
- (6) If ML carries your securities in a cash account and these securities have been sold to you or purchased from you in this account, until these securities have been paid for in full, such securities may be hypothecated under circumstances which will permit the commingling thereof with securities carried for the account of other customers. If you have pledged securities or other property to ML as collateral, until all your obligations of any kind to ML are discharged, we may without notice to you (a) pledge or hypothecate such securities or property, including under circumstances that will permit them to be commingled with securities or property of others and (b) lend, sell or otherwise transfer such securities or other property owned by you or deliver the same on others' contracts of sale without ML having in its possession and control for delivery a like amount of similar securities or property.
- (7) All of your securities and other property in any account (margin or cash) in which you have an interest, or which at any time are in your possession or under your control, other than retirement accounts (IRAs), and all proceeds of the foregoing, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations you may have to ML or any ML affiliate. Securities and other property held in retirement accounts are not subject to this lien, and are not used as security for the payment of your obligations or indebtedness for other accounts you maintain with ML. You agree that ML holds all securities and other property in margin or cash accounts, other than retirement accounts, as security for the payment of any such obligations or indebtedness to ML in any account in which you have an interest. Subject to applicable laws, ML may, at any time and without giving you prior notice, use and or transfer any or all securities and other property in any account in which you have an interest, other than retirement accounts, without regard to ML having made any advances in connection with such security and other property and without regard to the number of accounts you may have with ML. In enforcing the lien, ML, at its sole discretion, may determine which securities and other property are to be sold or which contracts are to be closed.
- (8) If securities loaned for a short sale are no longer available, ML reserves the right to decide, by random selection, which positions will be subject to a buy-in.
- (9) It is your responsibility to cancel any open order for your account, including, under circumstances when entering a substitution order.
- (10) Except for certain custodian accounts, ML holds all bonds and preferred securities in bulk segregation. In the event of a partial call, the securities to be called will be selected at random; the probability of your holdings being selected will be in proportion to all such securities held with us. We may not receive any allocations from the depository for any such partial call. If we do receive such an allocation, your position may not be selected in the random process. Callable securities may be called prior to your receipt of any notice (unless you are the registered holder).
- (11) Municipal and other bonds may have call features that could affect the yield; ML will provide information on written request. Debt securities (including municipal securities) with a zero coupon, if callable, may be called at a price below their maturity value.
- (12) If this transaction is for a single mortgage-backed security pool that is TBA eligible during the applicable distribution period, additional pool information is available by telephoning the toll free number for the issuer found in the issuer's offering documents.
- (13) Any attempt by you to vote securities will be void if such securities are not in our possession or control. For the purposes of proxy voting, customers will not be notified that the securities are not in ML's possession or control or that a vote was void.
- (14) If this transaction involves a debt security subject to redemption, such security may be redeemed in whole or in part before maturity. Such redemption could affect the yield represented. ML will provide information on written request.
- (15) When a security is quoted ex-dividend or ex-interest, all buy, sell, stop and sell stop limit orders will be reduced on the ex-date by the value of the payment unless otherwise specified. When a security is ex-rights or ex-distribution, such orders will be reduced without exception.

All sell, buy stop and buy stop limit orders will not be reduced.

(16) ML acts as a market maker, dealer, block positioner or arbitrageur in certain securities. ML may act to stabilize or maintain the market price of certain securities at a level above that which might otherwise prevail on the open market. Such stabilization may be discontinued at any time. As a result of these activities, ML may have a position on the opposite side of a transaction that we execute for you and may profit from such trading. In certain cases, there may not have been any market in such securities other than that made by ML. We reserve the right to offer for sale and to sell from time to time as principal or agent an amount of the securities described on the front hereof in excess of the amount owned by us (or the seller for whom we act as agent) at the time such offers and/or sales are made. Such offers or sales ("short sales" or "overallocations") may or may not be made in conjunction with stabilizing transactions.

(17) Where a foreign currency is indicated in the security description or where you choose to convert from the currency in which the security or payment thereon is denominated, information provided as to principal, interest, dividend and yield is subject to fluctuation in applicable exchange rates and costs. Any foreign currency conversion may have been conducted through ML or an ML affiliate, which may have profited in connection with such conversion.

(18) Transactions executed in non-U.S. markets may have been conducted through a ML affiliate.

(19) For transactions executed as principal, ML bought or sold the security for or from its own account. For investment advisory accounts, execution as principal was done with your pretrade consent and disclosure. For transactions executed as agent, the name of the other party to the transaction (where applicable) and the source and amount of any additional remuneration received will be furnished upon written request.

(20) The term "Quantity," in the case of fixed income securities, is the principal amount. For reported securities, unless otherwise indicated "price" is the reported price.

(21) If this transaction involves an asset-backed security (an interest in or an interest secured by a pool of receivables or other such financial assets that are subject continuously to prepayment), then its actual yield may vary according to the rate at which the underlying receivables or other financial assets are prepaid. Information concerning the factors that affect yield (including at a minimum estimated yield, weighted average life and the prepayment assumptions underlying yield) will be provided upon written request.

(22) If this transaction involves a "When-As and If-Issued" or "When-As and If-Distributed" security, the final trade details will be forwarded to you when obtainable on issue or delivery.

(23) If an odd-lot differential or fee has been charged, the amount of any such odd-lot differential or fee will be furnished upon request.

(24) The name "ML" may include transactions with: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), Merrill Lynch Government Securities, Inc. or Merrill Lynch Money Markets Inc. or other ML affiliate. MLPF&S is a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation (BAC). Unless otherwise agreed with you in writing, this agreement will apply to any successor of ML, whether by merger, consolidation or other means, and ML may transfer your account to any such successor.

(25) Unless otherwise disclosed, INVESTMENTS THROUGH MLPF&S ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.

(26) BofA Merrill Lynch Research is research produced by MLPF&S or one of its affiliates. Third party research ratings from selected vendors are provided where available for informational purposes and not as a solicitation or recommendation on such security. Neither MLPF&S nor any of its affiliates bears any responsibility or liability with respect to third party research which may have been made available to you. You assume full responsibility for any trading decision you make based upon third party research ratings or reports.

(27) MLPF&S makes available investment products sponsored, managed, distributed or provided by companies that are affiliates of BAC or in which BAC has a substantial economic interest, including BofA Global Capital Management.

(28) ML and its affiliates may acquire, hold or sell positions in the securities or related derivatives purchased from or sold to you and may have an investment banking or banking relationship with the issuers thereof.

(29) Ratings information is provided based on sources deemed reliable, but its accuracy or completeness cannot be guaranteed.

SALES CHG PD and SALES CHG % represent the total commissions and the percentage of commissions, respectively, paid on the purchase of a mutual fund containing front-end sales charges. Purchases at certain dollar thresholds, and other criteria, may qualify purchases for lower sales charges. Please see the fund's prospectus for additional information.

Transaction Fee - Includes fees originated by ML for services provided by ML, as well as fees charged to recoup part or all of a fee assessed on brokerage firms by others.

Pricing information provided for certain thinly traded securities may be stale.

Account Name: Ricardo Levy and Lourdes Arce

Statement - Itemizing Principal and interest

Description PUERTO RICO COMWLTH & PUB IMPT LT C RF
TAXABLE MAY08 05.700%JUL01 2023

CUSIP	74514LST5
Coupon	5.70%
Maturity	7/1/2023
Principal	120,000
Monthly Interest	
Payment	570.00

Date	Amount Not Paid	Status
Jul-16	570.00	UNPAID
Aug-16	570.00	UNPAID
Sep-16	570.00	UNPAID
Oct-16	570.00	UNPAID
Nov-16	570.00	UNPAID
Dec-16	570.00	UNPAID
Jan-17	570.00	UNPAID
Feb-17	570.00	UNPAID
Mar-17	-	PAID
Apr-17	-	PAID
May-17	-	PAID
Jun-17	570.00	UNPAID
Jul-17	570.00	UNPAID

Total Principal	
and Unpaid	
Monthly Interests	125,700

Note: May 3, 2017 petition under Title III Promesa

NEW ISSUE - BOOK-ENTRY ONLY

See "Book-Entry Only System" under *The Bonds*

In the opinion of McConnell Valdés LLC, Special Tax Counsel, as described herein, under existing statutes, the Bonds, and the interest thereon, are exempt from Commonwealth of Puerto Rico taxation. Under most circumstances, interest on the Bonds is exempt from United States income taxation to residents of Puerto Rico. Interest on the Bonds is not excludable from gross income for federal income tax purposes under Section 103(a) of the United States Internal Revenue Code. See "Tax Matters" herein.

\$190,135,000

COMMONWEALTH OF PUERTO RICO
Public Improvement Refunding Bonds, Series 2008 C
(General Obligation Bonds)

Dated: Date of Delivery

Due: July 1, as shown on the inside cover

The Bonds are issuable as registered bonds without coupons and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Bonds offered hereby will be available to purchasers in denominations of \$5,000 and whole multiples thereof only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. **Purchasers will not receive delivery of the Bonds. So long as any purchaser is the beneficial owner of a Bond, he must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal and interest on such Bond.** See "Book-Entry Only System" under *The Bonds*. Interest on the Bonds will accrue from their date of issuance at the annual rates described on the inside front cover, and, will be payable monthly, commencing on June 1, 2008. The Bonds are subject to redemption prior to maturity as set forth herein.

THE BONDS ARE GENERAL OBLIGATIONS OF THE COMMONWEALTH. THE GOOD FAITH, CREDIT AND TAXING POWER OF THE COMMONWEALTH ARE IRREVOCABLY PLEDGED FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS. THE CONSTITUTION OF PUERTO RICO PROVIDES THAT PUBLIC DEBT OF THE COMMONWEALTH, WHICH INCLUDES THE BONDS, CONSTITUTES A FIRST CLAIM ON AVAILABLE COMMONWEALTH RESOURCES.

The Bonds are offered for delivery when, as and if issued and accepted by the Underwriters subject to the approval of legality by Sidley Austin LLP, New York, New York, Bond Counsel, and certain other conditions, including the delivery of an opinion of McConnell Valdés LLC, San Juan, Puerto Rico, Special Tax Counsel. Certain legal matters will be passed upon for the Underwriters by Squire, Sanders & Dempsey L.L.P., Miami, Florida. It is expected that the Bonds will be available for delivery through the facilities of DTC on or about May 7, 2008.

UBS Financial Services Incorporated of Puerto Rico

Popular Securities

BBVAPR MSD

Lehman Brothers

Samuel A. Ramírez & Co., Inc.

Citi

Merrill Lynch & Co.

Scotia Capital

Santander Securities

Eurobank MSD

Oriental Financial Services

Wachovia Capital Markets LLC

\$190,135,000
COMMONWEALTH OF PUERTO RICO
Public Improvement Refunding Bonds, Series 2008 C
(General Obligation Bonds)

<u>Maturity</u> <u>July 1,</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u>
2012	\$7,215,000	4.40%	4.40%	74514LSL2
2013	7,530,000	4.50	4.50	74514LSM0
2014	7,870,000	4.75	4.75	74514LSN8
2015	8,245,000	5.00	5.00	74514LSP3
2016	8,655,000	5.20	5.20	74514LSQ1
2017	9,105,000	5.40	5.40	74514LSR9
2018	9,600,000	5.50	5.50	74514LSS7

\$51,745,000, 5.70% Term Bond Due July 1, 2023, Price 100%, Initial CUSIP 74514LST5
\$5,000,000, 5.70% Term Bond Due July 1, 2023, Price 99.625%, Initial CUSIP 74514LSV0
\$75,170,000, 5.90% Term Bond Due July 1, 2028, Price 100%, Initial CUSIP 74514LSU2

Account Name: **Ricardo Levy and Lourdes Arce**

Statement - Itemizing Principal and interest

Description PR SALES TAX FING CORP SLS REV SER B RF
TAXABLE JUL07 06.050%AUG01 2036

CUSIP	74529JAC9
Coupon	6.05%
Maturity	8/1/2036
Principal	150,000
Monthly Interest	
Payment	756.25

Date	Amount Not Paid	Status
Jul-16	-	PAID
Aug-16	-	PAID
Sep-16	-	PAID
Oct-16	-	PAID
Nov-16	-	PAID
Dec-16	-	PAID
Jan-17	-	PAID
Feb-17	-	PAID
Mar-17	-	PAID
Apr-17	-	PAID
May-17	-	PAID
Jun-17	756.25	UNPAID
Jul-17	756.25	UNPAID

Total Principal and Unpaid	
Monthly Interests	151,513

Note: May 5, 2017 petition under Title III Promesa

NEW ISSUE - BOOK-ENTRY ONLY
See "Book-Entry Only System"

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Corporation, under the provisions of the Acts of Congress now in force, and under existing statutes and court decisions, (a) interest on the Bonds is included in gross income for Federal income tax purposes, except that no opinion is expressed with respect to certain federal income tax matters covered by the opinion of Fiddler, González & Rodríguez, P.S.C., Special Tax Counsel to the Corporation, delivered to the Corporation on the date of delivery of the Bonds, and (b) the Bonds, and the interest thereon, are exempt from state, Commonwealth of Puerto Rico and local taxation. In the opinion of Fiddler González & Rodríguez, P.S.C., Special Tax Counsel to the Corporation, (a) under the provisions of Commonwealth of Puerto Rico existing statutes and regulations now in force, the Bonds, and the interest thereon, are exempt from Commonwealth of Puerto Rico and local taxation and (b) under the provisions of existing Federal statutes and regulations now in force, under certain circumstances, interest on the Bonds will be exempt from United States taxation to individuals who are bona fide residents of the Commonwealth of Puerto Rico and corporations organized under the laws of the Commonwealth of Puerto Rico. See "Tax Matters" herein.

PUERTO RICO SALES TAX FINANCING CORPORATION
\$1,333,101,779.90 Sales Tax Revenue Bonds, Series 2007B

Dated: Date of Delivery

Due: August 1, as shown on the inside cover page

Puerto Rico Sales Tax Financing Corporation (the "Corporation") will issue its Sales Tax Revenue Bonds, Series 2007B (the "Bonds"), in order to provide funds to the Commonwealth of Puerto Rico (the "Commonwealth") to be applied to the repayment of certain of its debt obligations owed to Government Development Bank for Puerto Rico ("Government Development Bank") and Puerto Rico Public Finance Corporation. Concurrently with the issuance of the Bonds, the Corporation is issuing its Sales Tax Revenue Bonds, Series 2007A (the "Series 2007A Bonds"). The Series 2007A Bonds are being offered for sale solely in the tax-exempt 103 United States market pursuant to a separate Official Statement. The issuance of the Bonds is not contingent upon the issuance of the Series 2007A Bonds.

The Bonds, the Series 2007A Bonds, and any additional bonds issued under resolutions adopted by the Corporation (collectively, as amended and supplemented, the "Resolution"), will be payable from and secured by a security interest created by the Resolution in a specified portion of a new sales tax (such portion of the Commonwealth sales tax, the "Pledged Sales Tax"), imposed by a newly-enacted statute of the Commonwealth that grants to the Corporation ownership of the Pledged Sales Tax, such portion constituting the first receipts of such tax in each Fiscal Year in the specified amount. The Bank of New York will act as trustee (the "Trustee") under the Resolution.

The Bonds are issuable as registered bonds without coupons in denominations of \$5,000 (of maturity amount in the case of the capital appreciation bonds), initially registered in the name of Cede & Co., as nominee for The Depository Trust Company. Purchasers of the Bonds will not receive certificates representing the Bonds. The Bonds are being issued as current interest bonds (the "Current Interest Bonds") and capital appreciation bonds (the "Capital Appreciation Bonds"), as set forth in the inside cover page. Interest on the Current Interest Bonds will be payable monthly to maturity (or earlier redemption), commencing on September 1, 2007. Interest on the Capital Appreciation Bonds will not be payable on a current basis but will compound semiannually on each February 1 and August 1, commencing on February 1, 2008, and will be payable at maturity or redemption. The Bonds are subject to redemption prior to maturity as set forth herein, including redemption at par. The inside cover page of this Official Statement contains information concerning the maturity schedules, interest rates, prices and approximate yields of the Bonds.

THE BONDS ARE PAYABLE BY THE CORPORATION SOLELY FROM THE PLEDGED PROPERTY HELD UNDER THE RESOLUTION CONSISTING PRIMARILY OF THE PLEDGED SALES TAX COLLECTED AND REMITTED TO THE TRUSTEE. THE BONDS DO NOT CONSTITUTE A DEBT, OBLIGATION OR PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE COMMONWEALTH OR ANY OF ITS MUNICIPALITIES OR POLITICAL SUBDIVISIONS OR INSTRUMENTALITIES (OTHER THAN THE CORPORATION), AND NEITHER THE COMMONWEALTH NOR ANY OF ITS MUNICIPALITIES OR POLITICAL SUBDIVISIONS NOR INSTRUMENTALITIES (OTHER THAN THE CORPORATION) SHALL BE LIABLE FOR THE PAYMENT THEREOF.

The Bonds are offered by the Underwriters when, as and if issued by the Corporation and received by the Underwriters, subject to prior sale, to withdrawal or modification of the offer without notice, and to the approval of legality by Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel to the Corporation. Certain legal matters will be passed upon by Fiddler González & Rodríguez, P.S.C., San Juan, Puerto Rico, as Special Tax Counsel to the Corporation and as counsel to the Underwriters. It is expected that the Bonds will be delivered through The Depository Trust Company on or about July 31, 2007.

UBS Financial Services Incorporated of Puerto Rico

Popular Securities
BBVAPR MSD
Merrill Lynch & Co.
TCM Capital

Citi
Oriental Financial Services Corporation

Santander Securities
Lehman Brothers
Samuel A. Ramirez & Co., Inc.
Wachovia Capital Markets, LLC

July 17, 2007

Puerto Rico Sales Tax Financing Corporation
\$1,333,101,779.90 Sales Tax Revenue Bonds, Series 2007B

\$147,101,779.90 Capital Appreciation Bonds

Maturity Date August 1,	Initial Principal Amount	Maturity Amount	Yield to Maturity
2027	\$12,007,513.60	\$ 40,720,000.00	6.20%
2028	30,000,504.45	108,145,000.00	6.20
2029	26,798,324.85	103,785,000.00	6.25
2030	29,298,676.00	120,670,000.00	6.25
2031	14,497,685.00	63,500,000.00	6.25
2032	34,499,076.00	160,700,000.00	6.25

\$1,186,000,000 Current Interest Bonds

Maturity Date	Principal Amount	Interest Rate	Price
August 1, 2036	\$575,000,000.00	6.05%	100.000%
August 1, 2037	167,780,000.00	6.05	99.312
August 1, 2038	167,710,000.00	6.05	99.304
July 1, 2039	37,755,000.00	6.05	99.297
August 1, 2039	37,755,000.00	6.05	99.297
May 1, 2057	50,000,000.00	6.35	100.000
June 1, 2057	50,000,000.00	6.35	100.000
July 1, 2057	50,000,000.00	6.35	100.000
August 1, 2057	50,000,000.00	6.35	100.000

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Lakewood, NJ 08701



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RICARDO F LEVY ECHEANDIA
LOURDES ARCE RIVERA
PO BOX 16820
SAN JUAN PR 00908-6820

RICARDO LEVY ECHEANDIA AND
LOURDES ARCE RIVERA TIC
PO BOX 16820
SAN JUAN PR 00908

Account Number: 5PR-14654

TRADE CONFIRMATION

Date: June 26, 2012

We confirm the following transaction(s) subject to the agreement below.

BOUGHT PUERTO RICO COMWLTH GOVT DEV BK SR NTS ISSUED 12/28/2011 RF SER H

Quantity	100000	Price	101.000000	Amount	101000.00	Trade Date	06/26/12
Processing Fee					5.35	Settle Date	06/26/12
Transaction Fee						ML Symbol	
Accrued Interest/Dividends					340.28	Security #	TBNR6
NET AMOUNT					101345.63	Cusip #	745177FD2 ✓
						FA #	2761

4.9 PCT 8/01/2021 YIELD 3.20% @\$100.00 2/01/13 PRICED TO CALL. CALLABLE-MAY
AFFECT YIELD. DETAILS UPON REQUEST. NEXT CALL 02/01/13 @ 100.00. TAXABLE,
EXCEPT FOR PUERTO RICO RESIDENTS. OTHER CALL YIELDS POSSIBLE. 25 DAYS
INTR-PAYS.MONTHLY CASH TRADE. BOOK ENTRY ONLY. FOR MORE INFORMATION ABOUT
THIS BOND GO TO WWW.EMMA.MSRB.ORG.

ML ACTED AS PRINCIPAL

Payment for securities or other investment instruments purchased, and delivery of securities or other investment instruments sold, are due not later than SETTLEMENT DATE unless otherwise indicated by a DATE DUE. Please preserve this confirmation for income tax purposes. If submitting a check, money order or correspondence, please write your account number and forward to "Merrill Lynch Office Serving Your Account", shown at the top of the page above your account number. If you have moved or plan to move, notify your Financial Advisor of your new address.

Merrill Lynch Wealth Management makes available products and services offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and other subsidiaries of Bank of America Corporation. MLPF&S is a registered broker-dealer, member Securities Investor Protection Corporation (SIPC) and a wholly owned subsidiary of Bank of America Corporation. Investment products:

Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value

IT IS AGREED BETWEEN MERRILL LYNCH (ML) (24) AND YOU THAT:

(1) All transactions are subject to the constitution, rules, customs, usages and rulings of the exchange or market and its clearing house, if any, where executed, as well as applicable federal and state laws and regulations, FINRA rules and the provisions of any other written agreement and shall be governed by the laws of the State of New York, excluding choice of law principles.

(2) This confirmation shall be deemed conclusive if not objected to in writing within ten (10) business days after delivery or communication to you. We reserve the right to correct any errors.

(3) Time of execution will be provided upon written request.

(4) All purchase transactions for your account require by settlement date: (a) with respect to a cash account, full payment and (b) with respect to a margin or good faith account, any required margin. All purchase transactions in a cash account are based on your agreement that you will promptly make full cash payment for the security or asset before selling it and that you do not contemplate selling it prior to making such payment, with the understanding that net settlement of transactions done on a DVP/RVP basis may be permitted at our discretion. All sale transactions in a cash account are based on your representation that you own the security and that you will deposit it promptly in your account (if not already held therein). Late delivery may result in additional charges for premium payment on securities borrowed. ML reserves the right to close transactions through buy ins or sell outs without further notice when ML deems such action appropriate.

(5) ML will hold for your account all securities bought and proceeds of securities sold unless you instruct us otherwise.

(6) If ML carries your securities in a cash account and these securities have been sold to you or purchased from you in this account, until these securities have been paid for in full, such securities may be hypothecated under circumstances which will permit the commingling thereof with securities carried for the account of other customers. If you have pledged securities or other property to ML as collateral, until all your obligations of any kind to ML are discharged, we may without notice to you (a) pledge or hypothecate such securities or property, including under circumstances that will permit them to be commingled with securities or property of others and (b) lend, sell or otherwise transfer such securities or other property owned by you or deliver the same on others' contracts of sale without ML having in its possession and control for delivery a like amount of similar securities or property.

(7) All of your securities and other property in any account (margin or cash) in which you have an interest, or which at any time are in your possession or under your control, other than retirement accounts (IRAs), and all proceeds of the foregoing, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations you may have to ML or any ML affiliate. Securities and other property held in retirement accounts are not subject to this lien, and are not used as security for the payment of your obligations or indebtedness for other accounts you maintain with ML. You agree that ML holds all securities and other property in margin or cash accounts, other than retirement accounts, as security for the payment of any such obligations or indebtedness to ML in any account in which you have an interest. Subject to applicable laws, ML may, at any time and without giving you prior notice, use and/or transfer any or all securities and other property in any account in which you have an interest, other than retirement accounts, without regard to ML having made any advances in connection with such security and other property and without regard to the number of accounts you may have with ML. In enforcing the lien, ML, at its sole discretion, may determine which securities and other property are to be sold or which contracts are to be closed.

(8) If securities loaned for a short sale are no longer available, ML reserves the right to decide, by random selection, which positions will be subject to a buy-in.

(9) It is your responsibility to cancel any open order for your account, including, under circumstances when entering a substitution order.

(10) Except for certain custodian accounts, ML holds all bonds and preferred securities in bulk segregation. In the event of a partial call, the securities to be called will be selected at random; the probability of your holdings being selected will be in proportion to all such securities held with us. We may not receive any allocations from the depository for any such partial call. If we do receive such an allocation, your position may not be selected in the random process. Callable securities may be called prior to your receipt of any notice (unless you are the registered holder).

(11) Municipal and other bonds may have call features that could affect the yield; ML will provide information on written request. Debt securities (including municipal securities) with a zero coupon, if callable, may be called at a price below their maturity value.

(12) If this transaction is for a single mortgage-backed security pool that is TBA eligible during the applicable distribution period, additional pool information is available by telephoning the toll free number for the issuer found in the issuer's offering documents.

(13) Any attempt by you to vote securities will be void if such securities are not in our possession or control. For the purposes of proxy voting, customers will not be notified that the securities are not in ML's possession or control or that a vote was void.

(14) If this transaction involves a debt security subject to redemption, such security may be redeemed in whole or in part before maturity. Such redemption could affect the yield represented. ML will provide information on written request.

(15) When a security is quoted ex-dividend or ex-interest, all buy, sell, stop and sell stop limit orders will be reduced on the ex-date by the value of the payment unless otherwise specified. When a security is ex-rights or ex-distribution, such orders will be reduced without exception.

All sell, buy stop and buy stop limit orders will not be reduced.

(16) ML acts as a market maker, dealer, block positioner or arbitrageur in certain securities. ML may act to stabilize or maintain the market price of certain securities at a level above that which might otherwise prevail on the open market. Such stabilization may be discontinued at any time. As a result of these activities, ML may have a position on the opposite side of a transaction that we execute for you and may profit from such trading. In certain cases, there may not have been any market in such securities other than that made by ML. We reserve the right to offer for sale and to sell from time to time as principal or agent an amount of the securities described on the front hereof in excess of the amount owned by us (or the seller for whom we act as agent) at the time such offers and/or sales are made. Such offers or sales ("short sales" or "overallotments") may or may not be made in conjunction with stabilizing transactions.

(17) Where a foreign currency is indicated in the security description or where you choose to convert from the currency in which the security or payment thereon is denominated, information provided as to principal, interest, dividend and yield is subject to fluctuation in applicable exchange rates and costs. Any foreign currency conversion may have been conducted through ML or an ML affiliate, which may have profited in connection with such conversion.

(18) Transactions executed in non-U.S. markets may have been conducted through a ML affiliate.

(19) For transactions executed as principal, ML bought or sold the security for or from its own account. For investment advisory accounts, execution as principal was done with your pretrade consent and disclosure. For transactions executed as agent, the name of the other party to the transaction (where applicable) and the source and amount of any additional remuneration received will be furnished upon written request.

(20) The term "Quantity," in the case of fixed income securities, is the principal amount. For reported securities, unless otherwise indicated "price" is the reported price.

(21) If this transaction involves an asset-backed security (an interest in or an interest secured by a pool of receivables or other such financial assets that are subject continuously to prepayment), then its actual yield may vary according to the rate at which the underlying receivables or other financial assets are prepaid. Information concerning the factors that affect yield (including at a minimum estimated yield, weighted average life and the prepayment assumptions underlying yield) will be provided upon written request.

(22) If this transaction involves a "When-As and If-Issued" or "When-As and If-Distributed" security, the final trade details will be forwarded to you when obtainable on issue or delivery.

(23) If an odd-lot differential or fee has been charged, the amount of any such odd-lot differential or fee will be furnished upon request.

(24) The name "ML" may include transactions with: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), Merrill Lynch Government Securities, Inc. or Merrill Lynch Money Markets Inc. or other ML affiliate. MLPF&S is a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation (BAC). Unless otherwise agreed with you in writing, this agreement will apply to any successor of ML, whether by merger, consolidation or other means, and ML may transfer your account to any such successor.

(25) Unless otherwise disclosed, INVESTMENTS THROUGH MLPF&S ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.

(26) BofA Merrill Lynch Research is research produced by MLPF&S or one of its affiliates. Third party research ratings from selected vendors are provided where available for informational purposes and not as a solicitation or recommendation on such security. Neither MLPF&S nor any of its affiliates bears any responsibility or liability with respect to third party research which may have been made available to you. You assume full responsibility for any trading decision you make based upon third party research ratings or reports.

(27) MLPF&S makes available investment products sponsored, managed, distributed or provided by companies that are affiliates of BAC or in which BAC has a substantial economic interest, including BofA Global Capital Management.

(28) ML and its affiliates may acquire, hold or sell positions in the securities or related derivatives purchased from or sold to you and may have an investment banking or banking relationship with the issuers thereof.

(29) Ratings information is provided based on sources deemed reliable, but its accuracy or completeness cannot be guaranteed.

SALES CHG PD and SALES CHG % represent the total commissions and the percentage of commissions, respectively, paid on the purchase of a mutual fund containing front-end sales charges. Purchases at certain dollar thresholds, and other criteria, may qualify purchases for lower sales charges. Please see the fund's prospectus for additional information.

Transaction Fee - Includes fees originated by ML for services provided by ML, as well as fees charged to recoup part or all of a fee assessed on brokerage firms by others.

Pricing information provided for certain thinly traded securities may be stale.

Account Name: Ricardo Levy and Lourdes Arce

Statement - Itemizing Principal and interest

Description PUERTO RICO COMWLTH GOVT DEV BK SR H
RF TAXABLE DEC11 04.900%AUG01 2021

CUSIP 745177FD2
Coupon 4.90%
Maturity 8/1/2021

Principal 100,000
Monthly Interest
Payment 408.33

Date	Amount Not Paid	Status
Jul-16	408.33	UNPAID
Aug-16	408.33	UNPAID
Sep-16	408.33	UNPAID
Oct-16	408.33	UNPAID
Nov-16	408.33	UNPAID
Dec-16	408.33	UNPAID
Jan-17	408.33	UNPAID
Feb-17	408.33	UNPAID
Mar-17	408.33	UNPAID
Apr-17	408.33	UNPAID
May-17	408.33	UNPAID
Jun-17	408.33	UNPAID
Jul-17	408.33	UNPAID

**Total Principal
and Unpaid
Monthly Interests** 105,308

Note: July 14, 2017 GDB petitioned under Title VI of Promesa

NEW ISSUE – BOOK-ENTRY ONLY

See "Book-Entry Only System" under *The 2011 Series H and I Notes*

RATINGS: **MOODY'S:** Baa1
See Ratings **S&P:** BBB

\$1,796,980,000

Government Development Bank for Puerto Rico

\$1,399,045,000 Senior Notes, 2011 Series H

\$397,935,000 Senior Notes, 2011 Series I

Government Development Bank for Puerto Rico ("Government Development Bank") is a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico (the "Commonwealth") created by law in 1948. Government Development Bank acts as financial advisor to and fiscal agent for the Commonwealth and its instrumentalities, public corporations and municipalities, and provides interim and long-term financing to the Commonwealth and its instrumentalities, public corporations and municipalities, and to private parties for economic development. Government Development Bank's existence is perpetual, and pursuant to its enabling law, no amendment to such law or to any other law of the Commonwealth may impair any of its outstanding obligations or commitments.

The Senior Notes, 2011 Series H (the "2011 Series H Notes") and the Senior Notes, 2011 Series I (the "2011 Series I Notes," and together with the 2011 Series H Notes, the "2011 Series H and I Notes") are being issued by Government Development Bank pursuant to the provisions of the trust indenture, dated February 17, 2006, as amended or supplemented (the "Indenture"), between Government Development Bank and Banco Popular de Puerto Rico, as trustee (the "Trustee"). Government Development Bank will use the proceeds from the sale of the 2011 Series H and I Notes for general corporate purposes, including, but not limited to, increasing its investment portfolio, making loans to, and purchasing obligations of, the Commonwealth and its public corporations, instrumentalities and municipalities, redeeming and/or purchasing all or a portion of certain notes previously issued under the Indenture, and to pay the costs of issuance of the 2011 Series H and I Notes.

Concurrently with the issuance of the 2011 Series H and I Notes, Government Development Bank expects to issue a direct pay letter of credit guaranteeing the payment of the Puerto Rico Infrastructure Financing Authority, Revenue Bonds (Ports Authority Project), Series 2011 (the "PRIFA Bonds"). Subsequent to the issuance of the 2011 Series H and I Notes, Government Development Bank anticipates issuing one or more series of its Senior Notes in the U.S. taxable and foreign markets (the "Subsequent Notes"). The PRIFA Bonds and the Subsequent Notes will be offered for sale pursuant to separate Official Statements. The issuance of the 2011 Series H and I Notes is not contingent upon the issuance of the PRIFA Bonds or the Subsequent Notes.

The 2011 Series H and I Notes have the following characteristics:

- The 2011 Series H and I Notes will bear interest from their date of issuance at fixed rates as set forth on the inside cover page of this Official Statement.
- Interest on the 2011 Series H and I Notes will accrue from their date of issuance and will be payable monthly in arrears on the first day of each month, commencing on February 1, 2012.
- The 2011 Series H Notes are subject to redemption at any time prior to maturity beginning on February 1, 2013 at the option of Government Development Bank. The 2011 Series I Notes are not subject to redemption prior to maturity. See "Optional Redemption" under *The 2011 Series H and I Notes*.
- The 2011 Series H and I Notes will be issued as fully registered notes without coupons in denominations of \$5,000 principal amount and integral multiples of \$5,000 in excess thereof and will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the 2011 Series H and I Notes. Purchasers of the 2011 Series H and I Notes will not receive physical delivery of the 2011 Series H and I Notes.

The inside cover page contains information on the maturities, interest rates, and prices of the 2011 Series H and I Notes.

The 2011 Series H and I Notes, the outstanding notes previously issued under the Indenture, and any additional notes that Government Development Bank may from time to time issue under the Indenture (collectively, the "Notes") are general, unsecured, senior obligations of Government Development Bank, ranking on a parity with all other general, unsecured and unsubordinated obligations of Government Development Bank.

The 2011 Series H and I Notes and the interest thereon are exempt from state, Commonwealth and local income taxation. Under the provisions of existing federal statutes and regulations now in force, interest on the 2011 Series H and I Notes will be exempt from United States federal income taxation to individuals who are bona fide residents of the Commonwealth and corporations organized under the laws of the Commonwealth. Except as described above and in *Tax Matters* herein, interest on the 2011 Series H and I Notes is not excluded from gross income for federal income tax purposes. For a more complete discussion of the tax aspects, including the treatment of Puerto Rico individuals and Puerto Rico corporations, see *Tax Matters* herein.

The 2011 Series H and I Notes do not constitute an obligation of the Commonwealth or any of its political subdivisions or public instrumentalities, other than Government Development Bank, and neither the Commonwealth nor any of its political subdivisions or public instrumentalities is liable thereon. Neither the good faith, credit and taxing power of the Commonwealth nor that of any of its political subdivisions or instrumentalities is pledged for the payment of the 2011 Series H and I Notes.

The 2011 Series H and I Notes are offered for delivery when, as and if issued and accepted by the underwriters, subject to the approval of legality by Squire, Sanders & Dempsey (US) LLP, Bond Counsel, the opinion of McConnell Valdés LLC, Special Puerto Rico Tax Counsel, and certain other conditions. Certain legal matters will be passed upon for the underwriters by McConnell Valdés LLC, San Juan, Puerto Rico.

The 2011 Series H and I Notes will be dated their date of delivery and are expected to be available for delivery through the facilities of The Depository Trust Company on or about December 28, 2011, and January 12, 2012, respectively.

Santander Securities

Popular Securities

UBS FS Puerto Rico

BofA Merrill Lynch

Barclays Capital

BBVAPR MSD

Citigroup

FirstBank Securities

Oriental Financial Services

Ramirez & Co., Inc.

Raymond James

Scotia MSD

\$1,796,980,000
Government Development Bank for Puerto Rico

\$1,399,045,000 Senior Notes, 2011 Series H

<u>Maturity Date</u> <u>August 1,</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP*</u>
2015	\$ 139,975,000	3.800%	100.000%	745177FG5
2017	226,855,000	4.150	100.000	745177FB6
2019	174,545,000	4.500	100.000	745177FC4
2021	142,640,000	4.900	100.000	745177FD2
2022	47,465,000	4.950	100.000	745177FE0
2023	540,745,000	5.000	100.000	745177FF7
2026	126,820,000	5.200	100.000	745177FH3

\$397,935,000 Senior Notes, 2011 Series I

<u>Maturity Date</u> <u>August 1,</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP*</u>
2014	\$ 80,000,000	NRO [†]	NRO [†]	745177FJ9
2018	317,935,000	NRO [†]	NRO [†]	745177FK6

* Neither Government Development Bank nor the underwriters are responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

† Not reoffered.

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RICARDO LEVY ECHEANDIA AND
LOURDES ARCE RIVERA TIC
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SAN JUAN PR 00908

Account Number: 5PR-14654

TRADE CONFIRMATION

Date: February 27, 2012

We confirm the following transaction(s) subject to the agreement below.

BOUGHT PUERTO RICO COMWLTH GOVT DEV BK SR NTS ISSUED 12/28/2011 RF SER H

Quantity	125000	Price	101.000000	Amount	126250.00	Trade Date	02/27/12
Processing Fee					5.35	Settle Date	03/07/12
Transaction Fee						ML Symbol	
Accrued Interest/Dividends					104.17	Security #	TBNR9
NET AMOUNT					126359.52	Cusip #	745177FF7
						FA #	2761

5 PCT 8/01/2023 YIELD 3.86% @\$100.00 2/01/13 PRICED TO CALL. CALLABLE-MAY
AFFECT YIELD. DETAILS UPON REQUEST. NEXT CALL 02/01/13 @ 100.00. TAXABLE,
EXCEPT FOR PUERTO RICO RESIDENTS. OTHER CALL YIELDS POSSIBLE. 6 DAYS
INTR-PAYS.MONTHLY BOOK ENTRY ONLY.

ML ACTED AS PRINCIPAL

Payment for securities or other investment instruments purchased, and delivery of securities or other investment instruments sold, are due not later than SETTLEMENT DATE unless otherwise indicated by a DATE DUE. Please preserve this confirmation for income tax purposes. If submitting a check, money order or correspondence, please write your account number and forward to "Merrill Lynch Office Serving Your Account", shown at the top of the page above your account number. If you have moved or plan to move, notify your Financial Advisor of your new address.

Merrill Lynch Wealth Management makes available products and services offered by Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S) and other subsidiaries of Bank of America Corporation. MLPF&S is a registered broker-dealer, member Securities Investor Protection Corporation (SIPC) and a wholly owned subsidiary of Bank of America Corporation. Investment products:

Are Not FDIC Insured Are Not Bank Guaranteed May Lose Value

IT IS AGREED BETWEEN MERRILL LYNCH (ML)⁽²⁴⁾ AND YOU THAT:

- (1) All transactions are subject to the constitution, rules, customs, usages and rulings of the exchange or market and its clearing house, if any, where executed, as well as applicable federal and state laws and regulations, FINRA rules and the provisions of any other written agreement and shall be governed by the laws of the State of New York, excluding choice of law principles.
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- (5) ML will hold for your account all securities bought and proceeds of securities sold unless you instruct us otherwise.
- (6) If ML carries your securities in a cash account and these securities have been sold to you or purchased from you in this account, until these securities have been paid for in full, such securities may be hypothecated under circumstances which will permit the commingling thereof with securities carried for the account of other customers. If you have pledged securities or other property to ML as collateral, until all your obligations of any kind to ML are discharged, we may without notice to you (a) pledge or hypothecate such securities or property, including under circumstances that will permit them to be commingled with securities or property of others and (b) lend, sell or otherwise transfer such securities or other property owned by you or deliver the same on others' contracts of sale without ML having in its possession and control for delivery a like amount of similar securities or property.
- (7) All of your securities and other property in any account (margin or cash) in which you have an interest, or which at any time are in your possession or under your control, other than retirement accounts (IRAs), and all proceeds of the foregoing, shall be subject to a lien for the discharge of any and all indebtedness or any other obligations you may have to ML or any ML affiliate. Securities and other property held in retirement accounts are not subject to this lien, and are not used as security for the payment of your obligations or indebtedness for other accounts you maintain with ML. You agree that ML holds all securities and other property in margin or cash accounts, other than retirement accounts, as security for the payment of any such obligations or indebtedness to ML in any account in which you have an interest. Subject to applicable laws, ML may, at any time and without giving you prior notice, use and/or transfer any or all securities and other property in any account in which you have an interest, other than retirement accounts, without regard to ML having made any advances in connection with such security and other property and without regard to the number of accounts you may have with ML. In enforcing the lien, ML, at its sole discretion, may determine which securities and other property are to be sold or which contracts are to be closed.
- (8) If securities loaned for a short sale are no longer available, ML reserves the right to decide, by random selection, which positions will be subject to a buy-in.
- (9) It is your responsibility to cancel any open order for your account, including, under circumstances when entering a substitution order.
- (10) Except for certain custodian accounts, ML holds all bonds and preferred securities in bulk segregation. In the event of a partial call, the securities to be called will be selected at random; the probability of your holdings being selected will be in proportion to all such securities held with us. We may not receive any allocations from the depository for any such partial call. If we do receive such an allocation, your position may not be selected in the random process. Callable securities may be called prior to your receipt of any notice (unless you are the registered holder).
- (11) Municipal and other bonds may have call features that could affect the yield; ML will provide information on written request. Debt securities (including municipal securities) with a zero coupon, if callable, may be called at a price below their maturity value.
- (12) If this transaction is for a single mortgage-backed security pool that is TBA eligible during the applicable distribution period, additional pool information is available by telephoning the toll free number for the issuer found in the issuer's offering documents.
- (13) Any attempt by you to vote securities will be void if such securities are not in our possession or control. For the purposes of proxy voting, customers will not be notified that the securities are not in ML's possession or control or that a vote was void.
- (14) If this transaction involves a debt security subject to redemption, such security may be redeemed in whole or in part before maturity. Such redemption could affect the yield represented. ML will provide information on written request.
- (15) When a security is quoted ex-dividend or ex-interest, all buy, sell, stop and sell stop limit orders will be reduced on the ex-date by the value of the payment unless otherwise specified. When a security is ex-rights or ex-distribution, such orders will be reduced without exception.

All sell, buy stop and buy stop limit orders will not be reduced.

- (16) ML is associated with a NYSE Designated Market Maker (DMM) that may make a market in the securities that are the subject of this confirmation. The DMM may at any time have a "long" or "short" inventory position in such security and, as a result if its function as a market maker, it may be on the opposite side of transactions in the security executed on the floor of the NYSE. ML also acts as a market maker, dealer, block positioner or arbitrageur in certain securities. ML may act to stabilize or maintain the market price of certain securities at a level above that which might otherwise prevail on the open market. Such stabilization may be discontinued at any time. As a result of these activities, ML may have a position on the opposite side of a transaction that we execute for you and may profit from such trading. In certain cases, there may not have been any market in such securities other than that made by ML. We reserve the right to offer for sale and to sell from time to time as principal or agent an amount of the securities described on the front hereof in excess of the amount owned by us (or the seller for whom we act as agent) at the time such offers and/or sales are made. Such offers or sales ("short sales" or "overallocations") may or may not be made in conjunction with stabilizing transactions.
- (17) Where a foreign currency is indicated in the security description or where you choose to convert from the currency in which the security or payment thereon is denominated, information provided as to principal, interest, dividend and yield is subject to fluctuation in applicable exchange rates and costs. Any foreign currency conversion may have been conducted through ML or an ML affiliate, which may have profited in connection with such conversion.
- (18) Transactions executed in non-U.S. markets may have been conducted through a ML affiliate.
- (19) For transactions executed as principal, ML bought or sold the security for or from its own account. For investment advisory accounts, execution as principal was done with your pretrade consent and disclosure. For transactions executed as agent, the name of the other party to the transaction (where applicable) and the source and amount of any additional remuneration received will be furnished upon written request.
- (20) The term "Quantity," in the case of fixed income securities, is the principal amount. For reported securities, unless otherwise indicated "price" is the reported price.
- (21) If this transaction involves an asset-backed security (an interest in or an interest secured by a pool of receivables or other such financial assets that are subject continuously to prepayment), then its actual yield may vary according to the rate at which the underlying receivables or other financial assets are prepaid. Information concerning the factors that affect yield (including at a minimum estimated yield, weighted average life and the prepayment assumptions underlying yield) will be provided upon written request.
- (22) If this transaction involves a "When-As and If-Issued" or "When-As and If-Distributed" security, the final trade details will be forwarded to you when obtainable on issue or delivery.
- (23) If an odd-lot differential or fee has been charged, the amount of any such odd-lot differential or fee will be furnished upon request.
- (24) The name "ML" may include transactions with: Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), Merrill Lynch Government Securities, Inc. or Merrill Lynch Money Markets Inc. or other ML affiliate. MLPF&S is a registered broker-dealer and a wholly-owned subsidiary of Bank of America Corporation (BAC). Unless otherwise agreed with you in writing, this agreement will apply to any successor of ML, whether by merger, consolidation or other means, and ML may transfer your account to any such successor.
- (25) Unless otherwise disclosed, INVESTMENTS THROUGH MLPF&S ARE NOT FDIC INSURED, ARE NOT BANK GUARANTEED, AND MAY LOSE VALUE.
- (26) BofA Merrill Lynch Research is research produced by MLPF&S or one of its affiliates. Third party research ratings from selected vendors are provided where available for informational purposes and not as a solicitation or recommendation on such security. Neither MLPF&S nor any of its affiliates bears any responsibility or liability with respect to third party research which may have been made available to you. You assume full responsibility for any trading decision you make based upon third party research ratings or reports.
- (27) MLPF&S makes available investment products sponsored, managed, distributed or provided by companies that are affiliates of BAC or in which BAC has a substantial economic interest, including BofA Global Capital Management, BlackRock and Nuveen Investments.
- (28) ML and its affiliates may acquire, hold or sell positions in the securities or related derivatives purchased from or sold to you and may have an investment banking or banking relationship with the issuers thereof.
- (29) Ratings information is provided based on sources deemed reliable, but its accuracy or completeness cannot be guaranteed.
- SALES CHG PD and SALES CHG % represent the total commissions and the percentage of commissions, respectively, paid on the purchase of a mutual fund containing front-end sales charges. Purchases at certain dollar thresholds, and other criteria, may qualify purchases for lower sales charges. Please see the fund's prospectus for additional information.
- Transaction Fee - A fee charged to recoup part or all of a fee assessed on brokerage firms by others.
- Pricing information provided for certain thinly traded securities may be stale.

Account Name: Ricardo Levy and Lourdes Arce

Statement - Itemizing Principal and interest

Description PUERTO RICO COMWLTH GOVT DEV BK SR H
RF TAXABLE DEC11 05.000%AUG01 2023

CUSIP 745177FF7
Coupon 5.00%
Maturity 8/1/2023

Principal 125,000
Monthly Interest
Payment 520.83

Date	Amount Not Paid	Status
Jul-16	520.83	UNPAID
Aug-16	520.83	UNPAID
Sep-16	520.83	UNPAID
Oct-16	520.83	UNPAID
Nov-16	520.83	UNPAID
Dec-16	520.83	UNPAID
Jan-17	520.83	UNPAID
Feb-17	520.83	UNPAID
Mar-17	520.83	UNPAID
Apr-17	520.83	UNPAID
May-17	520.83	UNPAID
Jun-17	520.83	UNPAID
Jul-17	520.83	UNPAID

**Total Principal
and Unpaid
Monthly Interests** 131,771

Note: July 14, 2017 GDB petitioned under Title VI of Promesa

NEW ISSUE – BOOK-ENTRY ONLY

See "Book-Entry Only System" under *The 2011 Series H and I Notes*

RATINGS: **MOODY'S:** Baa1
See Ratings **S&P:** BBB

\$1,796,980,000

Government Development Bank for Puerto Rico

\$1,399,045,000 Senior Notes, 2011 Series H

\$397,935,000 Senior Notes, 2011 Series I

Government Development Bank for Puerto Rico ("Government Development Bank") is a public corporation and governmental instrumentality of the Commonwealth of Puerto Rico (the "Commonwealth") created by law in 1948. Government Development Bank acts as financial advisor to and fiscal agent for the Commonwealth and its instrumentalities, public corporations and municipalities, and provides interim and long-term financing to the Commonwealth and its instrumentalities, public corporations and municipalities, and to private parties for economic development. Government Development Bank's existence is perpetual, and pursuant to its enabling law, no amendment to such law or to any other law of the Commonwealth may impair any of its outstanding obligations or commitments.

The Senior Notes, 2011 Series H (the "2011 Series H Notes") and the Senior Notes, 2011 Series I (the "2011 Series I Notes," and together with the 2011 Series H Notes, the "2011 Series H and I Notes") are being issued by Government Development Bank pursuant to the provisions of the trust indenture, dated February 17, 2006, as amended or supplemented (the "Indenture"), between Government Development Bank and Banco Popular de Puerto Rico, as trustee (the "Trustee"). Government Development Bank will use the proceeds from the sale of the 2011 Series H and I Notes for general corporate purposes, including, but not limited to, increasing its investment portfolio, making loans to, and purchasing obligations of, the Commonwealth and its public corporations, instrumentalities and municipalities, redeeming and/or purchasing all or a portion of certain notes previously issued under the Indenture, and to pay the costs of issuance of the 2011 Series H and I Notes.

Concurrently with the issuance of the 2011 Series H and I Notes, Government Development Bank expects to issue a direct pay letter of credit guaranteeing the payment of the Puerto Rico Infrastructure Financing Authority, Revenue Bonds (Ports Authority Project), Series 2011 (the "PRIFA Bonds"). Subsequent to the issuance of the 2011 Series H and I Notes, Government Development Bank anticipates issuing one or more series of its Senior Notes in the U.S. taxable and foreign markets (the "Subsequent Notes"). The PRIFA Bonds and the Subsequent Notes will be offered for sale pursuant to separate Official Statements. The issuance of the 2011 Series H and I Notes is not contingent upon the issuance of the PRIFA Bonds or the Subsequent Notes.

The 2011 Series H and I Notes have the following characteristics:

- The 2011 Series H and I Notes will bear interest from their date of issuance at fixed rates as set forth on the inside cover page of this Official Statement.
- Interest on the 2011 Series H and I Notes will accrue from their date of issuance and will be payable monthly in arrears on the first day of each month, commencing on February 1, 2012.
- The 2011 Series H Notes are subject to redemption at any time prior to maturity beginning on February 1, 2013 at the option of Government Development Bank. The 2011 Series I Notes are not subject to redemption prior to maturity. See "Optional Redemption" under *The 2011 Series H and I Notes*.
- The 2011 Series H and I Notes will be issued as fully registered notes without coupons in denominations of \$5,000 principal amount and integral multiples of \$5,000 in excess thereof and will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the 2011 Series H and I Notes. Purchasers of the 2011 Series H and I Notes will not receive physical delivery of the 2011 Series H and I Notes.

The inside cover page contains information on the maturities, interest rates, and prices of the 2011 Series H and I Notes.

The 2011 Series H and I Notes, the outstanding notes previously issued under the Indenture, and any additional notes that Government Development Bank may from time to time issue under the Indenture (collectively, the "Notes") are general, unsecured, senior obligations of Government Development Bank, ranking on a parity with all other general, unsecured and unsubordinated obligations of Government Development Bank.

The 2011 Series H and I Notes and the interest thereon are exempt from state, Commonwealth and local income taxation. Under the provisions of existing federal statutes and regulations now in force, interest on the 2011 Series H and I Notes will be exempt from United States federal income taxation to individuals who are bona fide residents of the Commonwealth and corporations organized under the laws of the Commonwealth. Except as described above and in *Tax Matters* herein, interest on the 2011 Series H and I Notes is not excluded from gross income for federal income tax purposes. For a more complete discussion of the tax aspects, including the treatment of Puerto Rico individuals and Puerto Rico corporations, see *Tax Matters* herein.

The 2011 Series H and I Notes do not constitute an obligation of the Commonwealth or any of its political subdivisions or public instrumentalities, other than Government Development Bank, and neither the Commonwealth nor any of its political subdivisions or public instrumentalities is liable thereon. Neither the good faith, credit and taxing power of the Commonwealth nor that of any of its political subdivisions or instrumentalities is pledged for the payment of the 2011 Series H and I Notes.

The 2011 Series H and I Notes are offered for delivery when, as and if issued and accepted by the underwriters, subject to the approval of legality by Squire, Sanders & Dempsey (US) LLP, Bond Counsel, the opinion of McConnell Valdés LLC, Special Puerto Rico Tax Counsel, and certain other conditions. Certain legal matters will be passed upon for the underwriters by McConnell Valdés LLC, San Juan, Puerto Rico.

The 2011 Series H and I Notes will be dated their date of delivery and are expected to be available for delivery through the facilities of The Depository Trust Company on or about December 28, 2011, and January 12, 2012, respectively.

Santander Securities

BofA Merrill Lynch

Popular Securities

UBS FS Puerto Rico

Barclays Capital

BBVAPR MSD

Citigroup

FirstBank Securities

Oriental Financial Services

Ramirez & Co., Inc.

Raymond James

Scotia MSD

\$1,796,980,000
Government Development Bank for Puerto Rico

\$1,399,045,000 Senior Notes, 2011 Series H

<u>Maturity Date</u> <u>August 1,</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP[*]</u>
2015	\$ 139,975,000	3.800%	100.000%	745177FG5
2017	226,855,000	4.150	100.000	745177FB6
2019	174,545,000	4.500	100.000	745177FC4
2021	142,640,000	4.900	100.000	745177FD2
2022	47,465,000	4.950	100.000	745177FE0
2023	540,745,000	5.000	100.000	745177FF7
2026	126,820,000	5.200	100.000	745177FH3

\$397,935,000 Senior Notes, 2011 Series I

<u>Maturity Date</u> <u>August 1,</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP[*]</u>
2014	\$ 80,000,000	NRO [†]	NRO [†]	745177FJ9
2018	317,935,000	NRO [†]	NRO [†]	745177FK6

* Neither Government Development Bank nor the underwriters are responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Official Statement.

† Not reoffered.

Account Name: Ricardo Levy and Lourdes Arce

Statement - Itemizing Principal and interest

Description PUERTO RICO COMWLTH GOVT DEV BK SR C
RF TAXABLE AUG10 05.400%AUG01 2019

CUSIP	745177ET8
Coupon	5.40%
Maturity	8/1/2019
Principal	400,000
Monthly Interest	
Payment	1,800.00

Date	Amount Not Paid	Status
Jul-16	1,800.00	UNPAID
Aug-16	1,800.00	UNPAID
Sep-16	1,800.00	UNPAID
Oct-16	1,800.00	UNPAID
Nov-16	1,800.00	UNPAID
Dec-16	1,800.00	UNPAID
Jan-17	1,800.00	UNPAID
Feb-17	1,800.00	UNPAID
Mar-17	1,800.00	UNPAID
Apr-17	1,800.00	UNPAID
May-17	1,800.00	UNPAID
Jun-17	1,800.00	UNPAID
Jul-17	1,800.00	UNPAID

Total Principal and Unpaid Monthly Interests	423,400
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Note: July 14, 2017 GDB petitioned under Title VI of Promesa

NEW ISSUE - BOOK ENTRY ONLY

See "Book-Entry Only System" under *The Notes*

\$1,086,478,000

**Government Development Bank for Puerto Rico
Senior Notes, 2010 Series C**

The Senior Notes, 2010 Series C are being issued by Government Development Bank for Puerto Rico pursuant to the provisions of a trust indenture, dated February 17, 2006, as amended or supplemented, between the Bank and Banco Popular de Puerto Rico, as trustee. The Bank will use the proceeds from the sale of the Notes for general corporate purposes, including, but not limited to, redeeming other notes issued by the Bank, increasing its investment portfolio, making loans to, and purchasing obligations of, the Commonwealth and its public corporations, instrumentalities and municipalities, and repaying certain outstanding debt. In particular, the Bank is planning to use a portion of the proceeds of the Notes to redeem the issued and outstanding notes of each of the following series previously issued under the Indenture: (i) 2008 Series A Notes; (ii) 2008 Series B Notes; (iii) 2009 Series A Notes; and (iv) 2009 Series B Notes. See *Use of Proceeds* herein.

Concurrently with the issuance of the Notes, the Bank expects to issue its Senior Notes, 2010 Series D (Issuer Subsidy Build America Bonds) (the "Series D Notes"). The issuance of the Notes is not contingent on the issuance of the Series D Notes.

The Notes have the following characteristics:

- Interest will accrue from their date of issuance and will be payable monthly on the first day of each month, commencing on October 1, 2010.
- Redeemable at the option of the Bank beginning on September 1, 2011 and on any date thereafter, without premium.
- Issued as fully registered notes without coupons in denominations of \$5,000 principal amount and integral multiples of \$1,000 in excess thereof.

The inside cover page contains information on the maturities, interest rates, and prices or yields of the Notes.

The Notes, the outstanding notes previously issued under the Indenture, and any additional notes that the Bank may from time to time issue under the indenture are general, unsecured, senior obligations of the Bank, ranking on a parity with all other general, unsecured and unsubordinated obligations of the Bank.

The Notes and the interest thereon are exempt from Puerto Rico and local income taxation. Under the provisions of existing federal statutes and regulations now in force, under certain circumstances, interest on the Notes will be exempt from United States federal income taxation to individuals who are bona fide residents of Puerto Rico and corporations organized under the laws of Puerto Rico. Except as described above and in *Tax Matters* herein, interest on the Notes is included in gross income for United States federal income tax purposes. See *Tax Matters* herein.

The Notes do not constitute an obligation of the Commonwealth of Puerto Rico or any of its political subdivisions or public instrumentalities, other than the Bank, and neither the Commonwealth of Puerto Rico nor any of its political subdivisions or public instrumentalities is liable thereon. Neither the good faith, credit and taxing power of the Commonwealth of Puerto Rico nor that of any of its political subdivisions or instrumentalities, is pledged for the payment of the Notes.

The Notes are offered for delivery when, as and if issued and accepted by the underwriters, subject to the approval of legality by O'Neill & Borges, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the underwriters by Fiddler González & Rodríguez, P.S.C., San Juan, Puerto Rico.

The Notes will be dated their date of delivery and are expected to be available for delivery through the facilities of The Depository Trust Company on or about August 26, 2010.

UBS Financial Services Incorporated of Puerto Rico

Popular Securities

Barclays Capital

BofA Merrill Lynch

Raymond James

Santander Securities

BBVAPR MSD

Oriental Financial Services

Wells Fargo Securities, LLC

FirstBank Securities

Samuel A. Ramírez & Co., Inc.

August 24, 2010

\$1,086,478,000
Government Development Bank for Puerto Rico
Senior Notes, 2010 Series C

Maturity Date August 1,	Amount	Interest Rate	Price	CUSIP
2012	\$ 39,190,000	3.00%	100.00%	745177EV3
2013	212,942,000	4.00	100.00	745177EQ4
2014	212,407,000	4.25	100.00	745177ER2
2017	404,224,000	5.15	100.00	745177ES0
2019	217,715,000	5.40	100.00	745177ET8